Crispy Bacon Ltd
021881024
dean@blackcreative.co.nz

1st September 2026

Terms & Conditions – Crispy Bacon Ltd

Acceptance of terms
These terms and conditions govern all supply of goods and services by Crispy Bacon Ltd t/a black creative and mr BLAck, to you, the purchaser of goods and services from us, including your use of the website www.blackcreative.co.nz and www.mrblackart.com. They are effective from 1st of January 2025 and will replace all earlier Crispy Bacon Ltd terms of trade and any conditions contained in any document used by you and purporting to have contractual effect.
We reserve the right to change these terms of trade by notice to you. Notice may be given by posting the revised terms and conditions on our website (on this page).
If you are purchasing on behalf of another entity such as a company you warrant you have the authorisation to agree to these terms and conditions on behalf of the entity.

Terms of Payment
Unless otherwise agreed in writing:

- An invoice for a project/event establishment fee of between 40% and 50% of the total price for the project/event will be provided on acceptance of the proposal. This invoice must be paid before the project/event can commence.
- All Social Media management plans are invoiced in advance and service will only commence on payment of invoice.
- For larger projects or where we are utilising the services of a Design, SEO or copywriting partner we reserve the right to ask for a further 30% progress payment.
- The final payment for any project will be due within 30 days from the commencement of the project or the project completion date (whichever occurs first) unless otherwise agreed.
- For any monthly charges these will be Invoiced in advance at the commencement of the contract and each month thereafter on the same date.
- All regular contracted work is invoiced in advance.
- All regular invoices will be invoiced weekly for payment within 7 days.
- Payment for all invoices must be made within 7 days of the date of issue of the invoice unless otherwise arranged or notified.
- A website is deemed “complete” when the site is designed, and ready to go live based on the agreed requirements document.
- Ownership is transferred once the project is complete and all invoices associated are paid in full.
- All photography work is deemed complete once images are provided to the client as agreed.
- If you (the client) delays the project, you are still required to pay the final balance within 30 days of the project start regardless.
- Delays include if the client(s) are unable to provide us with the information/content for us to complete the project or website.
- If we are forced to hand your account over to a debt collection agency for collection you will be liable for any collection costs incurred plus a 10% penalty payment.

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Changes and Revisions
We understand that during the design phase of a project you may have inspiration or we may even come up with great ideas. Therefore we are happy to help with any changes during the design phase. However these changes may cost more than the original quote.
Revision & changes are limited. The original agreed quote is based on the requirements document and signed off quotation supplied at the beginning of the project. Any changes or additions to this will be charged accordingly at agreed rates and an addendum or new requirements document will need to be signed.
All changes or additions must be requested in writing.
Any changes or additional work may affect the timeline and a new deadline will be discussed. We will always discuss any potential cost or time impacts with our clients and get agreement before any changes are made.
If the nature or functions of the project changes significantly throughout the process and they are outside of our capabilities, we reserve the right to deem the current project cancelled. At this point we will invoice you for the work completed so far.

Validity of the Agreement
Either party may terminate the agreement on 20 working days' written notice to the other party. Crispy Bacon Ltd reserves the right to cease immediately without liability to provide the service and to terminate this agreement if you should go into liquidation or bankruptcy, or if you fail to meet any obligation in accordance with this agreement.
If at any point during the design process a client wishes to cancel, you may do so but you will be invoiced an amount that Crispy Bacon Ltd judges to be proportional to the amount of work completed on the project. We also reserve the right to not refund a proportion of the deposit to cover out of pocket costs such as non-refundable travel arrangements.
If the total amount of work completed is more than the first 50% invoiced, Crispy Bacon Ltd Limited has the right to invoice the extra hours completed.
All deposits are non-refundable however we will refund the deposit if we cancel the project. We will not be liable for any loss of income or out of pocket expenses if we need to cancel a project.
Nothing in our Refund policy is intended to limit any legal rights you may have under the New Zealand Consumer Guarantees Act or any other appropriate legislation.

Liability Limitation
Where you acquire or hold yourself out as acquiring goods or services from us for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 will not apply. The conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or otherwise implied by statute or common law will not apply and are excluded from these terms of trade.
We will always endeavour to have complete and accurate information on our website but to the greatest extent permissible by law we assume no responsibility for the completeness and current accuracy of the information provided on our website.
To the greatest extent permissible by law, we exclude all liability we may have to you for any claim except where we have acted in bad faith. This exclusion also applies for the benefit of every officer, employee, contractor, agent of us and anyone else we use to perform our duties or provide services under any agreement you have with us. None of the persons specified above is liable or has to pay you for anything else in

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connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us. This exclusion applies whatever you are claiming for and in whatever way liability might arise. This exclusion does not limit any inalienable rights you may have under the Consumer Guarantees Act 1993.
Our maximum liability to you (if any) shall be limited to the value of any faulty products or services supplied by us and we, our employees, contractors and agents, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises.
You agree to defend, indemnify and hold us harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of the services provided by us to you under this agreement, including without limitation claims made by third parties (including your customers) related to any false advertising claims, liability claims for products or services sold by you, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder (including malfunction of Website/Software or Internet), or for any content submitted by you for publication by us.
If, despite the other provisions of this agreement, Crispy Bacon Ltd Limited is found to be liable to you then its liability for any single event or series of related events is limited to our fees refunded.
Due to the public nature of the Internet, all material submitted by you for publication will be considered publicly accessible. Crispy Bacon Ltd does not screen in advance customer material submitted to Crispy Bacon Ltd for publication. Crispy Bacon Ltd table's publication of material submitted by customers does not create any express or implied approval by Crispy Bacon Ltd of such material, nor does it indicate that such material complies with the terms of this agreement.

Accuracy of your website content & functionality
You as the client are responsible for the accuracy of the content, images and information on your website and you also need to check that contact forms & third party plug-ins are working correctly. We accept no responsibility or liability for errors in the live content. It is your responsibility to inform us of any errors immediately upon the error being found.
You as the client must also ensure you have copyright permission for the use of all images and content provided.

Website Customisation Costs
We build & design your website on the Rocketspark platform. It is packed with great design functionality & features - we can build amazing sites with the standard Rocketspark features. All quotes are based on using these capabilities.
Features, functionality & design requests outside the standard Rocketspark website builder capabilities that are requested by the client may incur a development cost. These costs are not included in any quotation provided to the client. We will quote the client on the requested work and if you accept we will invoice you separately outside of the original quote.

Website Hosting
Your website will be hosted by Rocketspark. The hosting fees are paid directly to Rocketspark. Please CLICK HERE for Rocketspark terms & conditions.

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If the client wishes to host the website elsewhere it will be the Clients responsibility to ensure the domain name points to the website.
If the client wishes to host the website elsewhere it will be the Clients responsibility to ensure the website remains online (up) at all times and will have to liaise directly with the Hosting party to resolve any issues.

Photography
All images remain the property of Crispy Bacon Ltd with exception that if Crispy Bacon Ltd take images on a client's behalf, the images belong to Crispy Bacon Ltd and the client.
All images are covered by copyright unless approved for use under Creative Commons by Crispy Bacon Ltd.
Crispy Bacon Ltd reserves the right to use all images for marketing or promotional purposes unless expressly agreed otherwise between Crispy Bacon Ltd and the client.
Crispy Bacon Ltd are able to provide images digitally or printed. Prices available on request.
All vehicle travel will be charged at the km rate based on the current agreed NZ IRD rate of $1.20 NZD per kilometre outside of Hamilton, Cambridge & Te Awamutu unless negotiated otherwise.
Any other travel or accommodation costs will be chargeable at the going rate at the time.
All jobs will require a project establishment fee of between 25% and 50% unless otherwise agreed between Crispy Bacon Ltd and the client
Payment for assignment, event and project related work will be invoiced in advance with payment due prior to engagement or within 7 days from invoice date if agreed.
All services are covered by a money back guarantee. Crispy Bacon Ltd reserves the right to rectify by way of providing replacement services where appropriate.

Applicable law and jurisdiction
Unless we otherwise agree in writing, this agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any goods or services are provided to you by us and irrespective of the location where you reside.
Use of our website, supply of products or services by us to you and any other matter arising from these Terms and Conditions are subject to the laws of New Zealand.
The Courts of New Zealand shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with these terms of trade, or with the use of website or supply of any services.
Where you or any other person who you act for, or who you permit to act for you supplies incorrect information for the purchase of a product or service and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you (including legal costs on a solicitor-client basis).
You agree to use our website, products and services in accordance with the applicable laws of the country or countries where your business or organisation is based.

Privacy policy and Confidentiality
Unless you opt to receive messages from us we will not contact you again in future.
If you have opted to receive ongoing communications and at a later date you no

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longer wish to receive these communications you will be able to opt out of receiving this information by contacting us by email or by following the unsubscribe instructions at the bottom of emails sent to you.
Opting out of receiving the above mentioned messages will not prevent the sending of messages that specifically relate to your order(s).
We may use personal information that we collect about you to provide products and services to you and to administer orders and payments relating to your purchases from us.
You will need to permit us to place data files ("cookies") on your computer to enable you to use some features of some of our websites. Where you choose not to enable cookies from our Website, some functionality of those Website may not be available to you.
We may disclose your personal information as required by law.
Where you have provided information to us on a confidential basis, we will hold that information in confidence, except as required by law. We cannot guarantee that our website is secure, and we cannot be held responsible for a breach of our website security that is beyond our control.
You can request details of your personal information that we hold, and ask us to correct it, at any time.

General Conditions
We reserve the right to change these terms and conditions from time to time by notice, which may be in the form of a notice posted on our website at www.blackcreative.co.nz
If we fail to enforce any terms or to exercise our rights under these terms and conditions at any time, we have not waived those rights.
If any provision of these terms and conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms and conditions.
Unless any provision in this agreement expressly provides otherwise, these terms and conditions are not intended to confer a benefit on any person or class of person who is not a party to it.
We may deliver notices to you by sending them to an email address that you have supplied to us.